

05-10-2001



101712704



04-17-2001

U.S. Patent & TMOfo/TM Mail Ropt. Dt. #40

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type☒ XX

New

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Document ID #

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Correction of PTO Error

Reel #

Frame #

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Corrective Document

Reel #

Frame #

Conveyance Type☐

Assignment

☐

License

☒ X

Security Agreement

☐

Nunc Pro Tunc Assignment

☐

Merger

☐

Change of Name

☒ X

Other

First Amendment to Patent, Trademark and
Copyright Security AgreementEffective Date
Month Day Year**Conveying Party**☐

Mark if additional names of conveying parties attached

Name

Michaels of Oregon Co.

Execution Date
Month Day Year

04 10 2001

Formerly

☐

Individual

☐

General Partnership

☐

Limited Partnership

☒ X

Corporation

☐

Association

☐

Other

☒ X

Citizenship/State of Incorporation/Organization

Oregon

Receiving Party☐

Mark if additional names of receiving parties attached

Name

U.S. Bank National Association, as Collateral Agent

DBA/AK/ATA

Composed of

Address (line 1)

111 S.W. Fifth Avenue

Address (line 2)

Suite 400

Address (line 3)

Portland

City

Oregon

State/Country

97204

Zip Code

☐

Individual

☐

General Partnership

☐

Limited Partnership

☐If document to be recorded is an
assignment and the receiving party is
not domiciled in the United States, an
appointment of a domestic
representative should be attached.
(Designation must be a separate
document from Assignment.)☐

Corporation

☒ X

Association

☐

Other

☐

Citizenship/State of Incorporation/Organization

05/09/2001 6TON11 00000277 200052 0063643

FOR OFFICE USE ONLY

01 FC:481

40.00 CH

02 FC:482

150.00 CH

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231**TRADEMARK**
REEL: 002292 FRAME: 0181

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number 415/398-4700

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

☐

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

0063643

2098152

2012939

2197160

2258433

2190436

2138786

Number of Properties

Enter the total number of properties involved.

#

7

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

190⁰⁰

Method of Payment:

Enclosed ☐

Deposit Account ☒

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

20-0052

Authorization to charge additional fees:

Yes ☐

No ☐

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Christine E. Wilson
D. Elaine Howard, Legal Assistant

Name of Person Signing

D. Elaine Howard
D. Elaine Howard

Signature

April 12, 2001

Date Signed

**FIRST AMENDMENT TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

This FIRST AMENDMENT TO PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT ("Amendment") dated as of April 10, 2001, is entered into by and between MICHAELS OF OREGON CO., an Oregon corporation ("Borrower") and MIKE'S HOLDING COMPANY, an Oregon Corporation ("Holdings") (Borrower and Holdings, together with any other party who becomes a grantor hereunder, collectively as "Grantors" and each individually as a "Grantor"), in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association, as collateral agent (in such capacity, "Collateral Agent" or "Agent") for the lenders ("Lenders") from time to time parties to the Credit Agreement (as defined below).

RECITALS

A. Grantors and Collateral Agent are parties to that certain Credit Agreement dated as of February 22, 2001, as amended (the "Credit Agreement"), pursuant to which Collateral Agent agreed to make certain financial accommodations to or for the benefit of Grantors upon the terms and conditions contained therein. Unless otherwise defined in this Amendment, capitalized terms used herein shall have the meanings given to them in the Credit Agreement, as amended.

B. Pursuant to the terms of the Credit Agreement and that certain Security Agreement dated as of February 22, 2001, between Grantors and Collateral Agent, Grantors are required to execute and deliver to Collateral Agent this First Amendment to Patent, Trademark and Copyright Security Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1. Amendments to Patent, Trademark and Copyright Security Agreement.

1.1 **Part B** to Schedule I to the Patent, Trademark and Copyright Security Agreement is supplemented to add the Trademarks identified on Schedule I hereto.

2. Conditions of Effectiveness. This Amendment shall become effective upon Collateral Agent's receipt of an original of this Amendment that, when counterparts are taken together, bear the signatures of Grantors and Collateral Agent.

3. Representations and Warranties. Grantors hereby represent and warrant to Collateral Agent as follows: (i) the representations and warranties contained in the Patent, Trademark and Copyright Security Agreement were true and correct in all material respects when made and, after giving effect to this Amendment, shall remain true and correct in all

material respects as of the date hereof; and (ii) this Amendment, the Credit Agreement, the Security Agreement, the Patent, Trademark and Copyright Security as amended hereby, the Revolving Notes, the Term Notes, the Acquisition Loan Notes, the Swing Line Note, and the other Loan Documents constitute the legal, valid and binding obligations of Grantors, enforceable against Grantors in accordance with their respective terms.

4. Ratification. Except as specifically modified by this Amendment, the parties hereto acknowledge that the Credit Agreement and the Patent, Trademark and Copyright Security Agreement shall remain binding upon Grantors and Collateral Agent, and all provisions of the Credit Agreement and the Patent, Trademark and Copyright Security Agreement shall remain in full force and effect. Grantors expressly ratify and affirm their obligations to Collateral Agent under the Credit Agreement, the Patent, Trademark and Copyright Security Agreement and the other Loan Documents.

5. Miscellaneous.

5.1 Complete Agreement. The Patent, Trademark and Copyright Security Agreement, as modified and amended by this Amendment, together with the Credit Agreement, as amended, and the other Loan Documents, constitute the complete agreement between the parties, and supersede any prior written or oral agreements, writings, communications or understandings of the parties, with respect to the subject matter hereof or thereof.

5.2 Recitals. The recitals to this Amendment shall constitute a part of the agreement of the parties hereto.

5.3 Headings. Section headings used herein are for convenience of reference only, are not part of this Amendment, and are not to be taken into consideration in interpreting this Amendment.

5.4 Counterparts. This Amendment may be executed in identical counterpart copies, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Amendment by facsimile transmission shall be effective as delivery of a manually executed counterpart of this Amendment.

5.5 Governing Law. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF OREGON, WITHOUT REFERENCE TO THE CONFLICTS OR CHOICE OF LAW PRINCIPLES THEREOF.

5.6 No Novation. Except as specifically set forth in this Amendment, the execution, delivery and effectiveness of this Amendment shall not (a) limit, impair, constitute a waiver by, or otherwise affect any right, power or remedy of Collateral Agent under the Credit Agreement, as amended, the Patent, Trademark and Copyright Security Agreement, as amended,

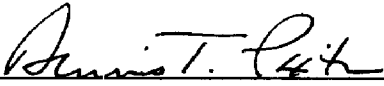
or any other Loan Document, (b) constitute a waiver of any provision of the Credit Agreement, as amended, the Patent, Trademark and Copyright Security Agreement, as amended, or in any of the other Loan Documents, or (c) alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement or the Patent, Trademark and Copyright Security Agreement, all of which are ratified and affirmed in all respects and shall continue in full force and effect.

5.7 Conflict of Terms. In the event of any inconsistency between the provisions of this Amendment and any provision of the Patent, Trademark and Copyright Security Agreement, the terms and provisions of this Amendment shall govern and control.

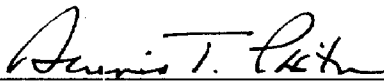
IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Patent, Trademark and Copyright Security Agreement to be duly executed and delivered as of the date and year first written above.

"Grantors"

MICHAELS OF OREGON CO.

By: 
Dennis T. Pixton
President

MIKE'S HOLDING COMPANY

By: 
Dennis T. Pixton
President

Agreed to and Acknowledged by:

"Collateral Agent"

U.S. BANK NATIONAL ASSOCIATION,
as Collateral Agent

By: _____
Richard S. Williams
Vice President

or any other Loan Document, (b) constitute a waiver of any provision of the Credit Agreement, as amended, the Patent, Trademark and Copyright Security Agreement, as amended, or in any of the other Loan Documents, or (c) alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement or the Patent, Trademark and Copyright Security Agreement, all of which are ratified and affirmed in all respects and shall continue in full force and effect.

5.7 Conflict of Terms. In the event of any inconsistency between the provisions of this Amendment and any provision of the Patent, Trademark and Copyright Security Agreement, the terms and provisions of this Amendment shall govern and control.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Patent, Trademark and Copyright Security Agreement to be duly executed and delivered as of the date and year first written above.

"Grantors"

MICHAELS OF OREGON CO.

By: _____
Dennis T. Pixton
President


MIKE'S HOLDING COMPANY

By: _____
Dennis T. Pixton
President

Agreed to and Acknowledged by:

"Collateral Agent"

U.S. BANK NATIONAL ASSOCIATION,
as Collateral Agent

By:  _____
Richard S. Williams
Vice President

SCHEDULE I

B. TRADEMARKS

TRADEMARK	REGISTRATION NO.	APPLICATION DATE	REGISTRATION DATE
"9"	0063643		
Clayking	2098152	11/06/95	09/16/97
14-In-One	2012939	10/23/95	10/29/96
Hoppe's	2197160	02/13/97	10/20/98
Hoppe's Bench Rest 9	2258433	02/13/97	07/06/99
Hoppe's 9	2190436	02/13/97	09/22/98
Protecto	2138786	02/13/97	02/13/98